

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of November, 2016, by and between the City of Apopka, a city of the State of Florida, hereinafter referred to as the "City," and Gray Robinson, P.A., hereinafter referred to as the "Consultant," the business address of which is 301 East Pine Street, Suite 1400, Orlando, Florida 32801.

WHEREAS, the City requires the services of legislative counsel and support staff to track and advise the City of legislative and administrative action occurring in the Florida Legislature and the Executive Branch which greatly impacts the City;

WHEREAS, the City published a Request for Qualifications (RFQ) for these services and ranked proposals submitted thereof; and

WHEREAS, the Consultant is in the business of providing such services, responded to the City's RFQ, was ranked first by City staff, was approved by the City Council and has agreed to provide such services to the City upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, agreements and undertakings herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: PERIOD OF AGREEMENT

This Agreement shall take effect as of November 1, 2016, and shall terminate on November 30, 2019, unless extended by prior written agreement of the parties hereto or unless unfunded in a future budget year.

ARTICLE II: SCOPE OF SERVICES

- A. During the term of this Agreement, the Consultant shall represent the City with respect to issues and appropriation requests which may come before the Florida Legislature and/or the Governor's Office and shall provide professional consultation services.
- B. The lead Consultant for this agreement shall be Christopher L. Carmody who shall be principally responsible to handle this matter assisted by Robert Stuart, Jr., Christopher Dawson and other members of the firm.
- C. The City's representative/liaison, during the performance of this Contract shall be the City Administrator.
- D. Such representation by Consultant shall include, but not be limited to, the following:
 - 1. Advise and counsel the City to jointly develop strategies with respect to governmental issues before the Florida Legislature or Governor.

ARTICLE IV: NEGATION OF AGENT OR EMPLOYEE STATUS

- A. The City and/or Consultant may terminate this agreement for convenience upon providing the other party thirty (30) days advance written notice of termination.
- B. In the event that this agreement is terminated, the terminating party shall provide written confirmation of the termination to evidence that the other party is free from any obligation to perform further.
- C. Upon termination, Consultant shall be paid for any services rendered in accordance with this agreement as well as any charges or related expenses and services approved and incurred to the date of termination.
- D. In the event that there may arise in the future a dispute between the City and another client of Consultant, Consultant shall immediately advise the City of the conflict and take whatever steps are ethically required to ensure that no conflict of interest takes place
- E. The Consultant shall perform the services provided by this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute the Consultant or the assistants of the Consultant to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. The Consultant certifies the Consultant understands that the City is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers' compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to the Consultant's officers and employees.

ARTICLE V: INTERESTS OF CITY AND MEMBERS

No officer, official, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertain shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE VI: INTEREST OF THE CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of the services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE VII: EXTENSION

This Agreement may not be extended verbally or by conduct but only by a written Amendment duly executed by the parties hereto.

ARTICLE VIII: COMPLIANCE WITH LAW

The Consultant shall comply with the applicable requirements of Federal, State and local laws and all Codes and Ordinances of the County as amended from time to time.

ARTICLE IX: TERMINATION FOR DEFAULT

This Agreement may be terminated by the City, in writing if ever it is determined that the Consultant has failed to meet the requirements of this Agreement and Consultant fails to cure such failure within thirty (30) days after written notice from the City.

This Agreement may also be terminated immediately, without notice, should the City determine, in its sole and exclusive judgment, that Consultant has engaged in activities or conduct injurious to the reputation of the City or its elected or appointed officials, including, without limitation, engaging in immoral acts which become public information or repeatedly conveying to one person, or conveying to an assembled public group, negative information concerning the City or its elected or appointed officials; commission by Consultant of an act of dishonesty, including, but not limited to, misappropriation of funds or any property of the City; or commission by the Consultant of an act which constitutes a misdemeanor (involving an act of moral turpitude) or a felony.

ARTICLE X: NOTICE

Any notice provided under this Agreement shall be given by certified mail, return receipt requested, to the parties at the following addresses:

City of Apopka
c/o City Administrator
120 E. Main Street
Apopka, Florida 32703
(407) 703-1750

Gray Robinson P.A.
c/o Christopher L. Carmody
301 East Pine Street, Suite 1400
Orlando, Florida 32801

ARTICLE XI: ENTIRE AGREEMENT

It is expressly understood and agreed by the parties hereto that the provisions embodied in this Agreement contain all covenants, agreements, obligations and stipulations agreed upon by the parties upon execution thereof. This Agreement may be modified or amended at any time by mutual agreement in writing of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including its conflict of laws provisions.

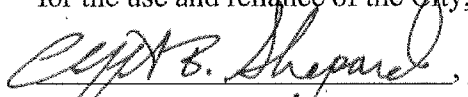
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CONSULTANT

By: 
CITY ADMINISTRATOR

By: 
CHRISTOPHER L. CARMODY
SHAREHOLDER

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City, only.


Clifford B. Shepard
General Counsel

Attachment A

Flat Fee:

Forty-five thousand dollars (\$45,000.00) annually, to be paid in monthly installments of Three thousand seven hundred fifty dollars (\$3,750.00), beginning December 1, 2016 and ending November 1, 2017 for the first year. Years two and three will begin on December 1, 2017 and December 1, 2018 respectively.

Payment Schedule:

Three thousand seven hundred fifty dollars (\$3,750.00)	-	December 1, 2016
Three thousand seven hundred fifty dollars (\$3,750.00)	-	January 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	February 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	March 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	April 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	May 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	June 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	July 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	August 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	September 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	October 1, 2017
Three thousand seven hundred fifty dollars (\$3,750.00)	-	November 1, 2017

Costs and expenses:

The agreement does not allow for reimbursement of costs and expenses. Any reimbursement requires advance authorization for expenditure by the City

Additional Work:

Separate Fee Agreement Required